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Proposed Attorneys for Chapter 11 Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

WORKSITE LABS, INC.,

Debtor and Debtor in Possession.

Case No.: 2:23-bk-14539-VZ

Chapter 11 Case

[Subchapter V]

**OMNIBUS DECLARATION OF
GARY FRAZIER IN SUPPORT OF
“FIRST DAY MOTIONS”**

Hearing:

DATE: July 27, 2023

TIME: 11:00 a.m.

PLACE: Courtroom 1368
255 East Temple Street
Los Angeles, CA 90012

1 I, GARY FRAZIER, hereby declare under penalty of perjury as follows:

2 1. I am the Chief Executive Officer of Worksite Labs, Inc (“WSL”), and I have held
3 this position since approximately October 2019. I am responsible for the day-to-day
4 management and oversight of the finance functions of the Debtor. My duties comprise of
5 general management across the following areas of responsibility: finance; accounting (oversight
6 of controller function); tax; banking relationship management; management of external auditors
7 and oversight of human resources functions, including employee relations, recruiting, payroll and
8 compliance. I have personal knowledge of the facts set forth in this Declaration and if called as a
9 witness, could and would testify competently with respect thereof. Capitalized terms not
10 otherwise defined have the same meaning provided to such terms in the Motion above.

11 **A. Background.**

12 2. WSL is a Delaware corporation. WSL commenced this case by filing a voluntary
13 petition under Chapter 11 of 11 U.S.C. (“Bankruptcy Code”) on July 20, 2023. WSL has elected
14 to proceed under the Subchapter election. WSL is managing its affairs as a debtor in possession.

15 3. WSL commenced operations in May 2020 as a decentralized, portable, scalable
16 solution to testing labs that was able to provide results in 24 hours or less. WSL was born out of
17 the inability of the traditional health care system to keep up with the demand for timely results
18 for COVID testing, resulting in people waiting days and weeks for test results, which delayed
19 treatment and increased inefficiencies in the healthcare industry. WSL’s rapid turnaround was
20 crucial to the travel and tourism industry during the COVID period as WSL provided services at
21 major airports in the US, the LA County Jails and various schools and community centers. WSL
22 also saw a need to bring testing to underserved communities. As a result, WSL established
23 collection sites with faith based and non-profit organizations in South Los Angeles, Brooklyn
24 and the San Francisco Peninsula.

25 4. WSL currently operates testing centers in California, New York, Nevada and
26 Guam. WSL also operates out of its corporate offices in Long Beach.

27 5. Since its inception in 2020, WSL has achieved substantial milestones:
28

- WSL filled a major COVID-19 testing gap, creating vital access to care during a critical moment in the country's history;
- WSL helped keep the \$1 trillion-plus international tourism industry afloat with one-to-one travel testing services;
- WSL supported public and private organizations – including schools, airports and airlines – with optimized, scalable testing solutions;
- WSL served vulnerable populations with comprehensive health services at our community sites; and
- WSL sent a fully equipped laboratory to Ukraine to provide services for civilians and troops.

6. As the world was coming out of the COVID crisis, WSL utilized its experience to expand and enhance its range of services. Specifically, WSL has been transitioning from COVID testing to Post-Pandemic general medical diagnostic services through its earnings generated by the COVID testing

7. In order to complete its transition to enhanced and expanded services for its communities, WSL was in the process of obtaining additional financing necessary to achieve its target goals.

8. During this process, which was shortly prior to the Petition Date, WSL noticed that the reporting from its third party billing company (Medical Practice partners, LLC ("MMP")) was not reconciling to its accounts receivable reporting. Collections from insurance billings were falling rapidly without any explanation from the billing company. In July 2023, WSL learned, for the first time, that although it was generating accounts receivable which were being regularly forwarded to MMP for processing and collection, for some unexplained reason, MMP failed to process close to \$4 million in such receivables. Although an explanation and supporting documents were requested, to date, no such information or explanations were provided to WSL. WSL is investigating its claims against MMP and, upon commencement of this case, sent a "Litigation Hold" letter to MMP. WSL is transitioning to billing in-house.

1 9. Mountain Ridge Capital, as the primary lender, provided financing based on
2 receivables being less than 120 days old. As a result of MMP's failures, in addition to reduction
3 in cash on hand, many of the receivables became stale for financing purposes (not stale for
4 collection purposes). Between the reduction in the collateral base for advances from Mountain
5 Ridge and Mountain Ridge's daily sweeps of WSL's accounts, WSL faced a cash flow crunch
6 which impaired its ability to fund operations, including payroll. Additional funding was
7 necessary pending collection of the accounts receivable that were not processed by the billing
8 company. Based on the foregoing challenges, WSL determined that the filing of this case was
9 necessary and proper.

10 **B. Assets and Liabilities.**

11 10. By far, WSL's most valuable assets consist of its accounts receivable. In the
12 medical services and billing industry, the face value of accounts receivable have no correlation
13 of the actual value of such receivables. This is based on the fact that actual insurance
14 reimbursements are a fraction of the amount billed. For example, for Covid testing, actual
15 reimbursements are approximately 40% of the amount billed.

16 11. WSL holds accounts receivable on its books of approximately \$15,603,021.
17 However, as discussed above, this amount is not the actual value of the receivables since the
18 amount reimbursed is substantially lower. Based on WSL's experience and past history, it
19 estimates that the current value of its receivables is approximately \$6,241,208. Based on WSL's
20 conservative approach to valuation of its assets, WSL applies a further reduction to this amount
21 based on the possibility (although undermined at this time) that a portion of the receivables will
22 likely be uncollectable as a result of MMP's failures, as discussed above. Based on the
23 foregoing, WSL estimates the current fair market value of its account receivables to be
24 approximately \$5,398,176.

25 12. Of course, the damage caused by MMP to WSL and its business, including the
26 need to commence this case, is substantial and WSL is working to retain litigation counsel to
27 pursue such claims. WSL estimates that the value of such claims is approximately \$5 million.
28

13. In addition, WSL has cash, inventory and furnishings, fixtures and equipment which provides additional value for the estate. In summary, WSL estimates that its current asset base and its fair market value is as follows:

Accounts Receivable	\$5,398,176
Inventory	\$ 372,110
FF&E	\$1,890,565
Claims vs. MMP	<u>\$5,000,000</u>
Total	\$12,660,851

14. Attached hereto as **Exhibit “A”** is a true and correct copy of the UCC search printout evidencing WSL’s two (2) secured creditors:

- a. AB Lending SPV I LLC dba Mountain Ridge Capital (“MRC”) holds a first priority security interest in substantially all assets of the Debtor to secure an obligation of approximately \$1,700,000;
- b. LendSpark Corporation (“Lendspark”) holds a second priority security interest in substantially all assets of the Debtor to secure an obligation of approximately \$1,729,200.

15. In addition to the foregoing, as evidenced by the UCC search printout, WSL is a party to numerous equipment leases.

16. Finally, WSL estimates that its unsecured debts total approximately \$2 million.

C. Strategy For Increasing Revenue.

17. WSL has analyzed its business operations, financials and financing needs. Based on the foregoing, WSL prepared a cash flow budget for the period through year end 2023 (“Budget”), a true and correct copy of which is attached hereto as **Exhibit “B”**.

18. As discussed above, and evidenced by the WSL commenced transition to additional services pre-petition, which involved expansion of operations. These enhanced operations will generate revenue for the benefit of the estate and all creditors.

19. For example, WSL has a revenue stream from the “Halo” channel. This channel includes 10,000 teamster union members and their family receiving lab testing from WSL, with a

1 requirement by the union of at least two (2) tests annually. It is anticipated that the ramp up
2 period will commence in September 2023 with substantial revenue going forward in the amount
3 of approximately \$125,000 per week. WSL still needs to expend approximately \$60,000 to
4 complete the build out of its testing facility therein, as projected in the Budget.

5 20. In addition, WSL is expanding testing operations in Guam, composed of
6 approximately 200,000 individuals that are currently served by only one laboratory. Although
7 the cost to complete the buildout is approximately \$145,000, WSL projects its revenues to ramp
8 up to approximately \$95,000 per week by year end. This is based on the fact, that WSL is
9 already an “In Network” provided with two (2) insurance companies in Guam and a vendor to
10 one (1) hospital, with expansions continuing.

11 21. WSL is pursuing even more revenue streams for the benefit of all creditors,
12 including the secured creditors herein:

- 13 a. Continuing the services covered under the California Department of Public
14 Health for the grant that has been awarded in the amount of approximately
15 \$739,000 to be paid over the next 11 months; and
16 b. Complete construction of a Patient Service Center and opening of the site for
17 collections adjacent to a large Optum multi-specialty clinic in South Orange
18 County – the estimated costs to do this is \$130,000. This is projected to
19 generate \$924,000 of revenue over the next 20 weeks.
20 c. WSL is also in the midst of discussions with the County of Los Angeles to
21 provide laboratory services using its mobile laboratories on site at the Pitchess
22 Development Center. This is anticipated to be proposed as a \$6 million
23 contract over the next twelve months.

24 **D. Cash Management Motion.**

25 22. While improving business operations, WSL will also be pursuing estate claims
26 and causes of action, including, without limitation, those against the third party biller which
27 WSL values at approximately \$5 million.
28

23. In summary, WSL has a very profitable business. But for the mishandling of claims by MMP, WSL would not be here today. Notwithstanding this setback, WSL is focused on its operations and enhancing revenue and profitability for the benefit of all constituents

24. On the Petition Date, the Debtor maintained four (4) bank accounts at First Republic Bank and one (1) bank account at Bank of Hawaii (the “Accounts”):

- FRB xx5201
- FRB xx2928
- FRB xx5972
- FRB xx5733
- BOH xx4416

25. The vast majority of the payments, if not all, received by the Debtor are automatic, recurring and electronic payments issued either by 3rd parties or governmental entities into the Accounts. The Debtor investigated the process of closing these Accounts and re-directing payments to post-petition DIP accounts and was advised that the process may take months, during which time deposits will cease. The Debtor simply cannot operate as a going concern without access to its revenue and will have to shut down.

26. The Debtor has opened DIP accounts. However, the Debtor respectfully requests authority to keep the foregoing Accounts open solely to receive revenue from third parties. The only disbursements from the Accounts will be transfer of funds to the DIP accounts.

27. In addition, the Banks referenced above have advised the Debtor that administrative freezes were placed on the Accounts pending an order or instructions from the Court. Debtor respectfully requests that the Court issue an order releasing the holds on the Accounts to allow the Debtor to operate and meet its obligations during the pendency of this case.

E. DIP Financing and Cash Collateral.

28. As discussed above and in the accompanying projections, WSL requires an inflow of cash in order to meet its short term operational needs, including payroll and completing its buildouts which will generate substantial revenue in a relatively short time period. Based on the fact that approximately \$4 million in billings were not properly processed by the third party biller, the staleness associated with such accounts would impair financing efforts with traditional

lenders, especially since WSL has secured debt in place at this time. As a result, WSL reached out to its current secured creditors to either negotiate financing or agree to a subordination so that WSL can attract new financing. In addition, WSL reached out to its insiders.

29. WSL explored the options of financing on an unsecured basis post-petition and/or junior secured basis. Based on the current structure of operations, and especially the billing crisis faced by WSL, no one was willing to provide financing on any basis other than senior secured basis.

30. Based on WSL's efforts, numerous proposals were received by WSL. After further discussions and negotiations, and consideration of the needs of WSL, WSL determined that MRC's term sheet, a true and correct copy of which is attached hereto as **Exhibit "C"**, was the best option for WSL based on available proposals. Following is a summary of the MRC terms:

- a. The MRC pre-petition secured obligation, in the approximate amount of \$1.7 million, will be rolled up into the \$2.9 million DIP loan;
- b. Upon financing, the first approximately \$1.7 million of the DIP Loan will be utilized to satisfy MRC's pre-petition secured claim;
- c. The \$2.9 million DIP Loan will bear interest as follows:
 - i. The outstanding obligation equal to the satisfaction of the pre-petition secured claim will bear interest at the pre-petition rate, which is approximately 15% per annum;
 - ii. The additional funding (approx. \$1.2 million) will bear interest at 25% per annum;
- d. The DIP Loan will be a revolver, pursuant to which MRC will sweep all funds on a daily basis and will advance weekly to WSL based on the agreed upon budget.
- e. Payments will be applied, first, to the pre-petition obligation and, second, to the post-petition obligation.
- f. The DIP loan will mature 12 months from its inception.

- 1 g. Upon confirmation of a plan of reorganization, MRC will be entitled to
2 an “exit” fee equal to \$300,000.
- 3 h. The DIP Loan shall be entitled to a first priority security interest and
4 superpriority status, senior to all other claim, but excluding claims and
5 causes of action under 11 U.S.C. §§ 544-551.
- 6 i. MRC has agreed to commence advancing funds to WLS upon
7 execution of the term sheet and entry of the Court’s interim order
8 approving the financing, a proposed draft of which is attached hereto
9 as **Exhibit “D”**.

10 31. Under the circumstances of this case, WSL believes that the proposed financing is
11 fair and equitable and will surely benefit all creditors of this estate. As discussed above and
12 evidence from the projections, WSL is behind on its payroll for people without whom WSL
13 would not survive and would have to shut down. Without personnel, accounts cannot be
14 properly processed and collected. In short, without access to funds to ensure that its employees
15 continue to work for the company, this case will become a liquidation with assets to be depleted
16 to pennies on the dollar. On the other hand, with the infusion of much needed financing, WSL
17 would be able to operate as a going concern, preserve and enhance the value of its assets, which
18 would improve the position of the secured creditors.

19 32. Based on the fact that going concern operations will be preserved, as opposed to a
20 liquidation, WSL submits that the secured creditors are adequately protected. In addition, based
21 on WSL’s final stages of completion of its expansion to generate substantial additional revenue,
22 the use of funds will further enhance the positions of the secured creditors. Based on the WSL’s
23 analysis of its asset base, the equity cushions for all secured creditors, after taking the post-
24 petition financing into consideration, is substantially in excess of 20%. While WSL is hopeful
25 that all secured creditors will voluntarily consent to the proposed financing by the time of the
26 hearing, WSL submits that the approval of the financing even over the objection of a secured
27 creditor is appropriate in this case.

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1 **F. Payroll Motion.**

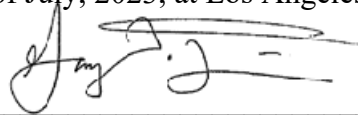
2 33. WSL employs approximately 43 employees (not including insiders) to carry out
3 its business operations. Some of the personnel are compensated on a W-2 basis while others are
4 compensated on a 1099 basis. WSL's personnel are primarily paid via a payroll service that
5 WSL contracts with and utilizes Gusto for US employees and Paylocity for Guam employees
6 which provides payroll and human resources services to WSL. In the normal course of its
7 relationship with the payroll processor, WSL transfer to the payroll processes funds necessary for
8 the payment of compensation by the payroll date and remits all withheld amounts and payroll
9 taxes. Unfortunately, based on the issues discussed above, WSL was unable to make the last
10 payroll and the second unpaid payroll is coming up.

11 34. On July 28, 2023, WSL will owe compensation to employees for the prior two
12 payroll periods (6/12/23-6/25/23 and 7/10/23 – 7/23/2023), which includes a pre-petition portion
13 of June 12-July 19, 2023. The total compensation due to non-insider employees on July 28,
14 2023, including all payroll taxes, insurance obligations and 401(k) contributions will be
15 approximately \$687,537. A true and correct copy of the payroll schedule showing all amounts
16 required to be paid for the pre-petition and post-petition period is attached hereto as **Exhibit**
17 **"E"**. As evidenced by the attached, no person will receive compensation in excess of the
18 statutory cap provided for in 11 U.S.C. §507.

19 35. WSL seeks court authority to compensate its non-insider personnel to (i)
20 minimize the personal financial hardship that all of its employees will suffer if the compensation
21 not immediately paid/honored since the last payroll was already missed; (ii) avoid the
22 unnecessary delay in the payment of such priority claims, which delay will negatively impact
23 and interfere with the administration of this chapter 11 bankruptcy case; and (iii) avoid the unfair
24 and unintended consequences to the employees of the timing of WSL's bankruptcy filing and to
25 ensure that additional claims do not arise against WSL as a result of its failure to compensate its
26 employees.

1 36. Additionally, WSL requires the services of the employees to continue to operate,
2 and would like to ensure that its employees remain incentivized and willing to work for WSL
3 post-petition. It is crucial for WSL to retain at this time the employees to operate its business,
4 particularly during this crucial beginning phase of WSL's bankruptcy case, where additional
5 administrative and other obligations are imposed upon WSL. If WSL does not continue to pay
6 the employees their ordinary and earned compensation and continue to honor employee benefits,
7 the employees will likely quit. Without the employees, WSL's business will be severely
8 impaired, if not eviscerated altogether.

9 I declare under penalty of perjury under the laws of the United States of America that the
10 foregoing is true and correct. Executed this 26TH day of July, 2023, at Los Angeles.

11 
12 _____

13 GARY FRAZIER
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EXHIBIT "A"

Delaware

Page 1

The First State

CERTIFICATE

*SEARCHED JULY 18, 2023 AT 6:16 P.M.
FOR DEBTOR, WORKSITE LABS*

1 OF 12

FINANCING STATEMENT

20206425971

*DEBTOR: EXPIRATION DATE: 09/17/2025
WORKSITE LABS, INC.*

65 PINE AVE

ADDED 09-17-20

STE 370

LONG BEACH, CA US 90802-4718

SECURED: SWANIKER, JOHAN PETER

5103 FROST AVE

ADDED 09-17-20

CARLSBAD, CA US 92008

F I L I N G H I S T O R Y

20206425971 FILED 09-17-20 AT 2:25 P.M. FINANCING STATEMENT

20230795681 FILED 01-31-23 AT 10:43 A.M. TERMINATION

2 OF 12

FINANCING STATEMENT

20210400102

*DEBTOR: EXPIRATION DATE: 01/15/2026
WORKSITE LABS, INC.*




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

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The First State

65 PINE AVE. SUITE 370

ADDED 01-15-21

LONG BEACH, CA US 90802

SECURED: HAWAIIAN AIRLINES, INC.

3375 KOAPAKA ST., SUITE G350

ADDED 01-15-21

HONOLULU, HI US 96819

F I L I N G H I S T O R Y

20210400102 FILED 01-15-21 AT 3:31 P.M. FINANCING STATEMENT

20220710111 FILED 01-26-22 AT 5:06 P.M. TERMINATION

3 OF 12

FINANCING STATEMENT

20213257251

EXPIRATION DATE: 04/27/2026

DEBTOR: WORKSITE LABS, INC.

1890 E MIRALOMA AVE. SUITE D

ADDED 04-27-21

PLACENTIA, CA US 92870

SECURED: KONSORTIUM LLC

28 JUNIPER POINT ROAD

ADDED 04-27-21

BRANFORD, CT US 06405




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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F I L I N G H I S T O R Y

20213257251 FILED 04-27-21 AT 2:43 P.M. FINANCING STATEMENT

20220702256 FILED 12-27-22 AT 7:38 P.M. TERMINATION

4 OF 12

FINANCING STATEMENT

20221132182

EXPIRATION DATE: 02/09/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE, SUITE 370

ADDED 02-09-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 02-09-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y

20221132182 FILED 02-09-22 AT 12:12 P.M. FINANCING STATEMENT

5 OF 12

FINANCING STATEMENT

20223463783

EXPIRATION DATE: 04/25/2027

DEBTOR: WORKSITE LABS, INC.




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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65 PINE AVENUE, STE 370

ADDED 04-25-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 04-25-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y

20223463783 FILED 04-25-22 AT 1:09 P.M. FINANCING STATEMENT

6 OF 12

FINANCING STATEMENT

20223465275

EXPIRATION DATE: 04/25/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE, STE 370

ADDED 04-25-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 04-25-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y




Jeffrey W. Bullock, Secretary of State

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SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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20223465275 FILED 04-25-22 AT 1:36 P.M. FINANCING STATEMENT

7 OF 12

FINANCING STATEMENT

20226019699

DEBTOR: EXPIRATION DATE: 07/19/2027
WORKSITE LABS, INC.

65 PINE AVENUE

ADDED 07-19-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM

ADDED 07-19-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y

20226019699 FILED 07-19-22 AT 11:50 A.M. FINANCING STATEMENT

8 OF 12

FINANCING STATEMENT

20226021034

DEBTOR: EXPIRATION DATE: 07/19/2027
WORKSITE LABS, INC.

65 PINE AVENUE

ADDED 07-19-22

LONG BEACH, CA US 90802




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 07-19-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y

20226021034 FILED 07-19-22 AT 12:06 P.M. FINANCING STATEMENT

9 OF 12

FINANCING STATEMENT

20226021786

EXPIRATION DATE: 07/19/2027

DEBTOR: WORKSITE LABS, INC.

65 PINE AVENUE

ADDED 07-19-22

LONG BEACH, CA US 90802

SECURED: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

PO BOX 2576 UCCSPREP@CSCINFO.COM ADDED 07-19-22

SPRINGFIELD, IL US 62708

F I L I N G H I S T O R Y

20226021786 FILED 07-19-22 AT 12:17 P.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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10 OF 12

FINANCING STATEMENT

20220172484

EXPIRATION DATE: 12/08/2027

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BOULEVARD, SUITE 260 ADDED 12-08-22

LONG BEACH, CA US 90807

SECURED: C T CORPORATION SYSTEM, AS REPRESENTATIVE

330 N BRAND BLVD, SUITE 700, ATTN: ADDED 12-08-22

SPRS

GLENDALE, CA US 91203

F I L I N G H I S T O R Y

20220172484 FILED 12-08-22 AT 3:12 P.M. FINANCING STATEMENT

20230775048 FILED 01-30-23 AT 1:56 P.M. TERMINATION

11 OF 12

FINANCING STATEMENT

20230701002

EXPIRATION DATE: 01/26/2028

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BLVD., # 260 ADDED 01-26-23

LONG BEACH, CA US 90807

SECURED: AB LENDING SPV I LLC




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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The First State

405 LEXINGTON AVE, 59TH FLOOR

ADDED 01-26-23

NEW YORK, NY US 10174

F I L I N G H I S T O R Y

20230701002 FILED 01-26-23 AT 4:35 P.M. FINANCING STATEMENT

12 OF 12

FINANCING STATEMENT

20233616074

EXPIRATION DATE: 05/15/2028

DEBTOR: WORKSITE LABS, INC.

3777 LONG BEACH BOULEVARD, SUITE 260 ADDED 05-15-23

LONG BEACH, CA US 90807

SECURED: C T CORPORATION SYSTEM, AS REPRESENTATIVE

330 N BRAND BLVD, SUITE 700, ATTN: ADDED 05-15-23
SPRS

GLENDAL, CA US 91203

F I L I N G H I S T O R Y

20233616074 FILED 05-15-23 AT 4:59 P.M. FINANCING STATEMENT

E N D O F F I L I N G H I S T O R Y




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, LAPSED FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, WORKSITE LABS AS OF JULY 11, 2023 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20250229734-UCC11
SR# 20233026385

Authentication: 203773094
Date: 07-18-23

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) DAVE INDER COMAR (415) 562-6790	
B. E-MAIL CONTACT AT FILER (optional) INDER@COMARMOLLE.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) COMAR MOLLE LLP 1832 BUCHANAN STREET SUITE 201 SAN FRANCISCO, CA 94115	

Delaware Department of State
U.C.C. Filing Section
Filed: 02:25 PM 09/17/2020
U.C.C. Initial Filing No: 2020 6425971

Service Request No: 20207330624

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVE, STE 370	CITY LONG BEACH	STATE CA	POSTAL CODE 90802-4718	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME SWANIKER	FIRST PERSONAL NAME JOHAN	ADDITIONAL NAME(S)/INITIAL(S) PETER		SUFFIX
3c. MAILING ADDRESS 5103 FROST AVE	CITY CARLSBAD	STATE CA	POSTAL CODE 92008	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All assets, properties and rights of WORKSITE LABS, INC. (the "Company"), and including: (1) all personal and fixture property of the Company of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including, without limitation, all goods (including, without limitation, consumer goods, inventory, equipment and any accessions thereto), (2) instruments (including, without limitation, promissory notes), documents, accounts, (including, without limitation, receivables), (3) chattel paper (whether tangible or electronic), (4) deposit accounts, (5) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), (6) commercial tort claims, (7) securities and all other investment property, (8) supporting obligations, (9) any other contract rights or rights to the payment of money, (10) insurance claims, (11) general intangibles (including, without limitation, payment intangibles and intellectual property), (12) all cash and non-cash proceeds and products of all of the foregoing, and proceeds of proceeds, and (13) all books and records relating to the foregoing, all supporting obligations related thereto and all accessions to, substitutions and replacements for, and rents, profits, and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to the Company from time to time with respect to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
RHONDA J KENYERI (404) 420-5527**B. E-MAIL CONTACT AT FILER (optional)**
RKENYERI@PHRD.COM**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**PARKER, HUDSON, RAINER & DOBBS LLP
303 PEACHTREE ST. NE, SUITE 3600
ATLANTA, GA 30308
US

Delaware Department of State

U.C.C. Filing Section

Filed: 10:43 AM 01/31/2023

U.C.C. Initial Filing No: 2020 6425971

Amendment No: 2023 0795681

Service Request No: 20230313980

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**1a. INITIAL FINANCING STATEMENT FILE NUMBER**
20206425971**1b.** ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13**2.** ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement**3.** ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8**4.** ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law**5.** ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes:**AND** Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b**6. CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX**7. CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

JOHAN PETER SWANIKER

OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX**10. OPTIONAL FILER REFERENCE DATA:**

FILED W/ DE-SOS; DEBTOR: WORKSITE LABS, INC.

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CARL J. SCHLACK, JR. (880) 523-6041B. E-MAIL CONTACT AT FILER (optional)
MRAGUINDIN@SCHLACKITO.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SCHLACK ITO, LLC
TOPA FINANCIAL CENTER
745 FORT STREET, SUITE 1500
HONOLULU, HI 96813

Delaware Department of State

U.C.C. Filing Section

Filed: 03:31 PM 01/15/2021

U.C.C. Initial Filing No: 2021 0400102

Service Request No: 20210132114

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)1a. ORGANIZATION'S NAME
WORKSITE LABS, INC.OR
1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
65 PINE AVE. SUITE 370 LONG BEACH CA 90802 US2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)3a. ORGANIZATION'S NAME
HAWAIIAN AIRLINES, INC.OR
3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3375 KOAPAKA ST., SUITE G350 HONOLULU HI 96819 US

4. COLLATERAL: This financing statement covers the following collateral:

All of the Debtor's right, title and interest in all all tangible and intangible property owned by Debtor, including, but not limited to: all accounts, including any deposit accounts, now existing or subsequently arising; all contract rights of Debtor, now existing or subsequently arising; all accounts receivable, now existing or subsequently arising; all chattel paper (including all tangible and electronic chattel paper), documents, and instruments related to accounts; all general intangibles including payment intangibles; all intellectual property, inventory, furniture, fixtures, equipment, and supplies now owned or subsequently acquired, wherever located; and the proceeds, products, and accessions of and to any and all of the foregoing. held or owned by Debtor.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative6a. Check only if applicable and check only one box:☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility6b. Check only if applicable and check only one box:☐ Agricultural Lien ☐ Non-UCC Filing7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

HA-WORKSITE LABS

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
NATALIE S. HIU, ESQ. (880) 523-6041

B. E-MAIL CONTACT AT FILER (optional)
MRAGUINDIN@SCHLACKITO.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SCHLACK ITO, LLC
TOPA FINANCIAL CENTER
745 FORT STREET, SUITE 1500
HONOLULU, HI 96813

Delaware Department of State

U.C.C. Filing Section

Filed: 05:06 PM 01/26/2022

U.C.C. Initial Filing No: 2021 0400102

Amendment No: 2022 0710111

Service Request No: 20220265617

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20210400102

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
 (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

HAWAIIAN AIRLINES, INC.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

HA-WORKSITE LABS

International Association of Commercial Administrators

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (800) 547-7007	
B. E-MAIL CONTACT AT FILER (optional) SHANTELE@RECORDSEARCH.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FAIRCHILD RECORD SEARCH LTD 3400 CAPITOL BLVD S SUITE 101 TUMWATER, WA 98501	

Delaware Department of State
 U.C.C. Filing Section
 Filed: 02:43 PM 04/27/2021
 U.C.C. Initial Filing No: 2021 3257251
 Service Request No: 20211473912

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1890 E MIRALOMA AVE. SUITE D	CITY PLACENTIA	STATE CA	POSTAL CODE 92870	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME KONSORTIUM LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 28 JUNIPER POINT ROAD	CITY BRANFORD	STATE CT	POSTAL CODE 06405	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

"Collateral" shall mean all right, title and interest of the Purchaser in, to and under all of the assets, properties and rights of the Company and specifically: (i) all personal and fixture property of the Company of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, including, without limitation, all goods (including, without limitation, consumer goods, inventory, equipment and any accessions thereto), (ii) instruments (including, without limitation, promissory notes), documents, accounts, (including, without limitation, receivables), (iii) chattel paper (whether tangible or electronic), (iv) deposit accounts, (v) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), (vi) commercial tort claims, (vii) securities and all other investment property, (viii) supporting obligations, (ix) any other contract rights or rights to the payment of money, (x) insurance claims, (xi) general intangibles (including, without limitation, payment intangibles and intellectual property), (xii) all cash and non-cash proceeds and products of all of the foregoing, and proceeds of proceeds), and (xiii) all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Company from time to time with respect to any

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

STATE OF DELAWARE AND STATE OF CALIFORNIA (KON012-0001)

International Association of Commercial Administrators

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. **NAME OF FIRST DEBTOR:** Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. **DEBTOR'S NAME:** Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ **ADDITIONAL SECURED PARTY'S NAME** or ☐ **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. **ADDITIONAL SPACE FOR ITEM 4 (Collateral):**
of the foregoing.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(206) 535-8411B. E-MAIL CONTACT AT FILER (optional)
SARAH@ASCENTLLP.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

ASCENT LAW PARTNERS, LLP

1191 2ND AVE STE 1800

SEATTLE, WA 98101

US

Delaware Department of State

U.C.C. Filing Section

Filed: 07:38 PM 12/27/2022

U.C.C. Initial Filing No: 2021 3257251

Amendment No: 2022 0702256

Service Request No: 20224382211

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
202132572511b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

KONSORTIUM LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

KONSORTIUM - DE TERMINATION

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20213257251

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

KONSORTIUM LLC

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

KONSORTIUM LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) WK LIEN SOLUTIONS 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUWER.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 03:12 PM 12/08/2022
U.C.C. Initial Filing No: 2022 0172484

Service Request No: 20224215528

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3777 LONG BEACH BOULEVARD, SUITE 260	CITY LONG BEACH	STATE CA	POSTAL CODE 90807	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME C T CORPORATION SYSTEM, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 330 N BRAND BLVD, SUITE 700, ATTN: SPRS	CITY GLENDALE	STATE CA	POSTAL CODE 91203	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

To secure the prompt and complete payment, performance and observance of all of the Obligations under any and/or all Agreement(s) between the Debtor and the Secured Party, the Debtor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, a Lien upon, and security interest in (the "Security Interest"), all of its right, title and interest in, to and under all of its assets and property, including, without limitation, the below mentioned items, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor (all of which being hereinafter collectively referred to as the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all contracts; (iv) all Documents; (v) all Equipment; (vi) all Fixtures; (vii) all General Intangibles; (viii) all Goods; (ix) all Instruments; (x) all Inventory; (xi) all Investment Property; (xii) all money, cash or cash equivalents; (xiii) all Intellectual Property; (xiv) the Bank Account and all deposits therein, including all money, cash or cash equivalents therein; and to the extent not otherwise included in any of the foregoing, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing items mentioned above.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

DE-0-90296930-65455267

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) WK LIEN SOLUTIONS 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUWER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US

Delaware Department of State
U.C.C. Filing Section
Filed: 01:56 PM 01/30/2023
U.C.C. Initial Filing No: 2022 0172484
Amendment No: 2023 0775048
Service Request No: 20230302896

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20220172484

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes:**AND** Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				
SUFFIX				

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME C T CORPORATION SYSTEM, AS REPRESENTATIVE				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

DE-0-91108880-65809761- DEBTOR: WORKSITE LABS, INC

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [226562142] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 12:12 PM 02/09/2022
U.C.C. Initial Filing No: 2022 1132182

Service Request No: 20220433894

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE, SUITE 370	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 02/04/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [230961584] SPRINGFIELD, IL 62703 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 01:09 PM 04/25/2022
U.C.C. Initial Filing No: 2022 3463783
Service Request No: 20221608887

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE, STE 370	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 04/22/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [230965623] SPRINGFIELD, IL 62703 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 01:36 PM 04/25/2022
U.C.C. Initial Filing No: 2022 3465275

Service Request No: 20221609894

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE, STE 370	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 04/22/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [236124724] SPRINGFIELD, IL 62703 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 11:50 AM 07/19/2022
U.C.C. Initial Filing No: 2022 6019699
Service Request No: 20223025465

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 07/18/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [236127216] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 12:06 PM 07/19/2022
U.C.C. Initial Filing No: 2022 6021034

Service Request No: 20223025798

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 07/18/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [236128616] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 12:17 PM 07/19/2022
U.C.C. Initial Filing No: 2022 6021786

Service Request No: 20223025980

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 PINE AVENUE	CITY LONG BEACH	STATE CA	POSTAL CODE 90802	COUNTRY US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS PO BOX 2576 UCCSPREP@CSCINFO.COM	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

All equipment, and all modifications, accessions, attachments, replacements and proceeds thereto and thereof, now and hereafter covered by the Equipment Lease Agreement dated as of 07/18/2022 between Alliance Funding Group as Lessor and WORKSITE LABS, INC. as Lessee.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

RHONDA J KENYERI (404) 420-5527

B. E-MAIL CONTACT AT FILER (optional)

RKENYERI@PHRD.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

PARKER, HUDSON, RAINIER & DOBBS LLP

303 PEACHTREE ST. NE, SUITE 3600

ATLANTA, GA 30308

US

Delaware Department of State

U.C.C. Filing Section

Filed: 04:35 PM 01/26/2023

U.C.C. Initial Filing No: 2023 0701002

Service Request No: 20230274307

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

WORKSITE LABS, INC.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

3777 LONG BEACH BLVD., # 260

CITY

LONG BEACH

STATE

CA

POSTAL CODE

90807

COUNTRY

US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

AB LENDING SPV I LLC

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

405 LEXINGTON AVE, 59TH FLOOR

CITY

NEW YORK

STATE

NY

POSTAL CODE

10174

COUNTRY

US

4. **COLLATERAL:** This financing statement covers the following collateral:

All of Debtor's personal property, whether now owned or existing or hereafter created, acquired or arising and wherever located, including, without limitation, all of Debtor's accounts, general intangibles, documents, instruments, chattel paper, goods (including, without limitation, inventory, equipment and fixtures), deposit accounts, investment property, letter-of-credit rights and commercial tort claims; all proceeds, products and supporting obligations of each of the foregoing; and all books and records relating to any of the foregoing. This UCC financing statement is in addition to, and not in lieu or replacement of, any other UCC financing statement naming Secured Party as secured party and Debtor as debtor of record in any filing office or jurisdiction in the United States of America.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILED WITH: DE - SECRETARY OF STATE

International Association of Commercial Administrators

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) WK LIEN SOLUTIONS 800-331-3282	
B. E-MAIL CONTACT AT FILER (optional) UCCFILINGRETURN@WOLTERSKLUWER.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) P.O. BOX 29071 GLENDALE, CA 91209-9071 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 04:59 PM 05/15/2023
U.C.C. Initial Filing No: 2023 3616074

Service Request No: 20232065374

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WORKSITE LABS, INC.				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3777 LONG BEACH BOULEVARD, SUITE 260		CITY LONG BEACH	STATE CA	POSTAL CODE 90807
			COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME C T CORPORATION SYSTEM, AS REPRESENTATIVE				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 330 N BRAND BLVD, SUITE 700, ATTN: SPRS		CITY GLENDALE	STATE CA	POSTAL CODE 91203
			COUNTRY US	

4. **COLLATERAL:** This financing statement covers the following collateral:

To secure the prompt and complete payment, performance and observance of all of the Obligations under any and/or all Agreement(s) between the Debtor and the Secured Party, the Debtor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, a Lien upon, and security interest in (the "Security Interest"), all of its right, title and interest in, to and under all of its assets and property, including, without limitation, the below mentioned items, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor (all of which being hereinafter collectively referred to as the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all contracts; (iv) all Documents; (v) all Equipment; (vi) all Fixtures; (vii) all General Intangibles; (viii) all Goods; (ix) all Instruments; (x) all Inventory; (xi) all Investment Property; (xii) all money, cash or cash equivalents; (xiii) all Intellectual Property; (xiv) the Bank Account and all deposits therein, including all money, cash or cash equivalents therein; and to the extent not otherwise included in any of the foregoing, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing items mentioned above.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

DE-0-92969174-66591793

International Association of Commercial Administrators

EXHIBIT "B"

Week Number Weekly Cash Flow Forecast	1 7/24	2 7/31	3 8/7	4 8/14
Revenue				
Optum/Laguna Niguel				\$ 41,250
Halcyon				\$ 4,250
Halo				
Guam				\$ 6,250
RCA	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Aleph/Bass Labs	\$ 6,961	\$ 6,961	\$ 9,877	\$ 9,877
Government Grant	\$ 61,500		\$ 61,500	
Old AR Cash Receipts (For Calc ONLY)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Income Total	\$ 73,461	\$ 11,961	\$ 76,377	\$ 66,627
Cumulative Income (For Information Purposes - This period only)	\$ 73,461	\$ 85,422	\$ 161,800	\$ 228,427

Carryforward Cash Balance	\$ 13,082	\$ -	\$ -	\$ -
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Receipts				
Receivable Collections	\$ 114,872	\$ 40,000	\$ 40,000	\$ 51,961
Stripe	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Grant Cash	\$ -	\$ -	\$ -	\$ 61,500
TR				
Halo Cash				
Surplus Cash from DIP				
Total Receipts	\$ 122,872	\$ 48,000	\$ 48,000	\$ 121,461
Operating Cash	\$ -	\$ -	\$ -	\$ -

Expenditures				
Staffing				
WSL Biweekly Payroll - USA + GUAM, Wages, Taxes, Benefits	\$ (687,537)		\$ (161,000)	
Medical Biller		\$ (17,744)		
Contractors, Accounting, Phlebotomist, Doctors	\$ (40,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)

Major Vendors

McKesson	\$	(50,000)		
Siemens	\$	(20,000)		
Abbott	\$	(10,000)		
Legal	\$	(50,000)	\$	(75,000)
MR Legal			\$	(50,000)

Operating Expenses

Facilities	\$	(24,594)	\$	(49,200)
Equipment Payments				
Admin Costs - RCA	\$	(54,853)		
Utilities/Disposal Services	\$	(10,000)		
Shipping Costs/Courier Services	\$	(10,000)		
IT Services/RAP			\$	(5,000)
Travel				
SAAS Fees	\$	(30,000)		

Laguna Niegel

Const, Furn, Sec, Sign	\$	(20,000)		
Additional Staffing				
Additional Courier				

Guam PSCs

Const, Furn, Sec, Sign	\$	(35,000)		
Additional Staffing				
Additional Travel				
Marketing Campaign/Agency			\$	(14,000)

Halo

Const, Furn, Sec, Sign				
Additional Staffing				

Cash Expenditures/Cash Need	\$	(752,131)	\$	(337,596)	\$	(295,200)	\$	(119,000)
Net Cash - Cash in less Cash Expenditure	\$	-	\$	-	\$	-	\$	-
AR	\$	5,323,304	\$	5,356,054	\$	5,327,304	\$	5,269,592
Inventory	\$	372,110	\$	449,718	\$	434,442	\$	441,117
FFE	\$	1,890,565	\$	1,890,565	\$	1,890,565	\$	1,890,565
Claims Against 3rd Party Biller	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000

Asset Total \$ 12,585,978 \$ 12,696,336 \$ 12,652,311 \$ 12,601,274

DIP Loan

Debtor in Possession Draw		\$ 752,131	\$ 337,596	\$ 295,200	\$ 119,000
Receipts & Collections - Payment to LOC		\$ 122,872	\$ 48,000	\$ 48,000	\$ 121,461
Net LOC Draw		\$ 629,259	\$ 289,596	\$ 247,200	\$ (2,461)
DIP LOC Balance	\$ 1,199,000	\$ 752,131	\$ 1,089,727	\$ 1,199,000	\$ 1,199,000
Pre-petition Loan Balance	\$ 1,701,000	\$ 1,578,128	\$ 1,530,128	\$ 1,482,128	\$ 1,360,666
Total LOC Plus Interest	\$ 2,900,000	\$ 2,339,122	\$ 2,625,961	\$ 2,687,760	\$ 2,566,279
Available		\$ 560,878	\$ 274,039	\$ 212,240	\$ 333,721

Interest Accrual

Post Interest	25%	\$ 3,761	\$ 5,449	\$ 5,995	\$ 5,995
Pre-petition Interest	15%	\$ 5,103	\$ 658	\$ 638	\$ 618
		\$ 8,864	\$ 6,106	\$ 6,633	\$ 6,613

[illegible]

[illegible]

\$ 12,591,737	\$ 12,675,785	\$ 12,647,748	\$ 12,714,012	\$ 12,725,276	\$ 12,755,474	\$ 12,671,447	\$ 12,764,189	\$ 12,703,732	\$ 12,755,542	\$ 12,715,206	\$ 12,696,552
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\$	161,000	\$	246,015	\$	310,200	\$	205,000	\$	246,000	\$	196,158	\$	-										
\$	60,761	\$	498,117	\$	191,579	\$	140,065	\$	155,574	\$	222,775	\$	91,795										
\$	100,239	\$	(252,102)	\$	118,621	\$	64,935	\$	90,426	\$	(26,617)	\$	(91,795)										
\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000	\$	1,199,000
\$	1,299,905	\$	801,788	\$	610,209	\$	470,144	\$	314,570	\$	91,795	\$	0										
\$	2,505,467	\$	2,007,325	\$	1,815,538	\$	1,675,393	\$	1,519,761	\$	1,296,921	\$	1,205,033	\$	1,204,995	\$	1,204,995	\$	1,204,995	\$	1,204,995	\$	1,204,995
\$	394,533	\$	892,675	\$	1,084,462	\$	1,224,607	\$	1,380,239	\$	1,603,079	\$	1,694,967	\$	1,695,005	\$	1,695,005	\$	1,695,005	\$	1,695,005	\$	1,695,005
\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995
\$	567	\$	542	\$	334	\$	254	\$	196	\$	131	\$	38	\$	0	\$	-	\$	-	\$	-	\$	-
\$	6,562	\$	6,537	\$	6,329	\$	6,249	\$	6,191	\$	6,126	\$	6,033	\$	5,995	\$	5,995	\$	5,995	\$	5,995	\$	5,995

17 11/13	18 11/20	19 11/27	20 12/4	21 12/11	22 12/18	23 12/25
\$ 49,500	\$ 51,563	\$ 51,563	\$ 51,563	\$ 51,563	\$ 53,625	\$ 53,625
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
\$ 63,000	\$ 63,000	\$ 95,250	\$ 95,250	\$ 95,250	\$ 95,250	\$ 95,250
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
\$ 11,126	\$ 11,126	\$ 11,126	\$ 11,543	\$ 11,543	\$ 11,543	\$ 11,543
			\$ 61,500			
\$ 125,000	\$ 130,000	\$ 145,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 200,000
\$ 258,626	\$ 260,689	\$ 292,939	\$ 354,855	\$ 293,355	\$ 295,418	\$ 295,418
\$ 2,968,165	\$ 3,228,854	\$ 3,521,793	\$ 3,876,648	\$ 4,170,003	\$ 4,465,421	\$ 4,760,839

\$ 512,776 \$ 618,973 \$ 864,777 \$ 994,531 \$ 1,234,273 \$ 1,403,854 \$ 1,778,213

\$ 257,960 \$ 262,960 \$ 310,876 \$ 315,876 \$ 317,939 \$ 367,939 \$ 368,355
 \$ 15,804 \$ 16,594 \$ 17,423 \$ 18,295 \$ 19,209 \$ 20,170 \$ 21,178
 \$ - \$ - \$ 61,500 \$ - \$ - \$ - \$ 61,500

\$ 125,000 \$ 125,000 \$ 125,000 \$ 125,000 \$ 125,000 \$ 125,000 \$ 125,000
 \$ - \$ - \$ - \$ - \$ - \$ - \$ -
 \$ 398,764 \$ 404,554 \$ 514,800 \$ 459,171 \$ 462,148 \$ 513,109 \$ 576,034
 \$ 911,540 \$ 1,023,527 \$ 1,379,577 \$ 1,453,702 \$ 1,696,421 \$ 1,916,963 \$ 2,354,246

\$ (161,000) \$ (161,000) \$ (161,000) \$ (161,000)
 \$ (80,951) \$ (108,151)
 \$ (30,000) \$ (30,000) \$ (30,000) \$ (30,000) \$ (30,000) \$ (30,000) \$ (30,000)

[illegible]

\$ 12,697,813	\$ 12,835,332	\$ 12,802,434	\$ 12,862,141	\$ 12,766,675	\$ 12,827,636	\$ 12,589,431
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\$ 1,199,000 \$ 1,199,000 \$ 1,199,000 \$ 1,199,000 \$ 1,199,000 \$ 1,199,000 \$ 1,199,000

[illegible][illegible][illegible]

\$ - \$ - \$ - \$ - \$ - \$ - \$ 9,078

\$ 5,995 \$ 5,995 \$ 5,995 \$ 5,995 \$ 5,995 \$ 5,995 \$ 5,995

EXHIBIT "C"

**PARKER HUDSON DRAFT
FOR DISCUSSION PURPOSES ONLY
NOT AN OFFER TO ENTER INTO A CONTRACT
July 26, 2023**

**AB LENDING SPV I LLC, A DELAWARE LIMITED LIABILITY COMPANY
D/B/A MOUNTAIN RIDGE CAPITAL,
as DIP Lender,**

**WORKSITE LABS, INC.,
as Debtor,**

**ALEPH LAB, LLC,
as Guarantor**

**SUMMARY OF TERMS AND CONDITIONS
FOR DEBTOR-IN-POSSESSION FINANCING
July [26], 2023**

DEBTOR: WORKSITE LABS, INC., a Delaware corporation (the “Debtor”).

GUARANTOR: ALEPH LAB, LLC, a Delaware limited liability company (“Aleph”, or the “Guarantor”)

DIP LENDER: AB Lending SPV I LLC, a Delaware limited liability company d/b/a Mountain Ridge Capital (the “DIP Lender”)

PRE-PETITION LENDER: AB Lending SPV I LLC, a Delaware limited liability company d/b/a Mountain Ridge Capital, in its capacity as lender (the “Pre-Petition Lender”) under that certain Credit and Security Agreement dated as of January 30, 2023 (as at any time amended, restated, supplemented or otherwise modified, the “Pre-Petition Credit Agreement”) among the Debtor, as borrower, Aleph, as guarantor, and Pre-Petition Lender, as lender. All capitalized terms used in this Summary Of Proposed Terms and Conditions for Debtor-In-Possession Financing (this “Term Sheet”), unless otherwise defined, shall have the meaning ascribed to such terms in the Pre-Petition Credit Agreement.

BANKRUPTCY COURT: United States Bankruptcy Court for the Central District of California – Los Angeles Division or any other court having jurisdiction over the Chapter 11 Case from time to time (the “Bankruptcy Court”)

PETITION DATE: July 20, 2023

DIP FACILITY: A senior secured, superpriority (with respect to assets described under “Collateral” below) revolving credit facility for the benefit of the Debtor (the “DIP Facility”) providing for loans (“DIP Loans”) and other extensions of credit in an aggregate principal amount, at any time, of up to a maximum amount of (i) \$2,900,000 minus (ii) the principal amount

outstanding under the Pre-Petition Credit Agreement at such time (the difference between (i) and (ii), the “Credit Limit”)

BORROWING AVAILABILITY:

The outstanding principal amount of DIP Loans on any date will be limited to the Credit Limit. Subject to the Credit Limit, DIP Loans may be advanced to the Debtor on a weekly basis solely as set forth under the Section entitled “Purpose” herein, in each case, (i) in an amount that does not exceed the corresponding amounts shown on the Budget, (ii) subject to the terms and conditions set forth herein, and (iii) to pay interest, fees, and expenses to the DIP Lender in accordance with this Term Sheet, whether or not such amounts are reflected in the Budget.

INTEREST:

The DIP Facility will initially bear interest at a rate equal twenty-five percent (25%) per annum. For the avoidance of doubt, all Obligations arising under or with respect to the Pre-Petition Credit Agreement shall continue to bear interest as set forth in the Pre-Petition Credit Agreement.

All interest will be due and payable monthly on the first day of each month and will be calculated on the basis of actual number of days elapsed in a year of 360 days. If an Event of Default exists at the election of DIP Lender, all Obligations will bear interest at the Default Rate.

FEES:

Debtor will pay DIP Lender a \$300,000 exit fee in immediately available funds, upon confirmation of an Acceptable Plan, or on such later date as DIP Lender may agree in its sole discretion.

PURPOSE:

Proceeds of DIP Loans may be used by Debtor in the Chapter 11 Case solely for (i) paying operating expenses of the type, and in an amount that does not exceed the applicable amounts, shown on the Budget (as defined below); (ii) paying fees and expenses of professional persons of the type, and in an amount that does not exceed the applicable amounts of such fees and expenses, shown on the Budget, and to the extent such professional fees and expenses are approved on an interim basis pursuant to any monthly compensation order and thereafter by final order of the Bankruptcy Court; provided, that, subject to the Credit Limit, DIP Loans may be advanced to fund fees of the Debtor identified in the Budget as “Legal” so long as (w) no Event of Default has occurred and is continuing at such time, (x) any such advance may not exceed the corresponding amount for “Legal” shown on the Budget, (y) any such advance shall be subject to the terms and conditions set forth herein (including with respect to availability for such advance), and (z) DIP Loans advanced for “Legal” purposes shall be deposited in an account specified by Debtor on each respective payment date therefor; (iii) paying to the Pre-Petition Lender under the Pre-Petition Credit Agreement interest at the default rate, fees and expense reimbursement, in each case to the extent approved by the Bankruptcy Court; and (iv) paying taxes with respect to any of the Collateral (as defined below), to the extent that the non-payment of such taxes would result in a Lien

having priority over the Liens of DIP Lender.

No proceeds of DIP Loans or any other amounts may be used for the payment of the fees and expenses of any person or entity incurred in (i) challenging any of the Liens or claims of the Pre-Petition Lender or of the DIP Lender (collectively, the “Lender Parties” and each, a “Lender Party”), or (ii) the initiation or prosecution of any claim or cause of action against any Lender Party or any of its officers, directors, consultants, agents, attorneys or employees (including formal discovery proceedings in anticipation thereof), regardless of whether such claim arises under any state, federal or foreign law (including the Bankruptcy Code).

CLOSING DATE:

The date on or after the entry of the Interim Financing Order (as defined below) on which the conditions precedent set forth in the DIP Loan Documents (as defined below) are satisfied (the “Closing Date”), which shall be no later than ten (10) days following the Petition Date.

MATURITY AND REPAYMENT:

The maturity date (the “Maturity Date”) of the DIP Facility will be (and all of the DIP Obligations (as defined below) will be repaid by the Debtor in full, in cash) on the earliest of (i) the stated maturity, which will be July ~~26~~, 2024, (ii) the date of termination of the DIP Facility or commitment thereunder, (iii) the effective date of a confirmed plan of reorganization or liquidation for the Debtor (a “Plan”), (iv) the date that is forty-five (45) days after the entry of the Interim Financing Order if the Final Financing Order (as defined below) has not been entered by such date, and (v) the acceleration of the loans under the DIP Facility or termination of the commitments under the DIP Facility, including, without limitation, as a result of the occurrence of an Event of Default (as defined below).

The Debtor will be liable for repayment of all of the DIP Loans and all other liabilities and obligations at any time or times outstanding under the DIP Facility (collectively, the “DIP Obligations”). All payments in respect of the DIP Obligations will be made without defense, setoff or counterclaim and free and clear of any taxes (other than applicable franchise taxes and taxes on the DIP Lender’s overall net income), whatsoever, subject to customary qualifications.

Any confirmation order entered in the Chapter 11 Case will not discharge or otherwise affect in any way any of the obligations of the Debtor to pay as and when due any of the DIP Obligations.

COLLATERAL:

All DIP Obligations will be secured by duly perfected Liens (the “DIP Liens”) in favor of DIP Lender upon all assets of the Debtor, whether real or personal, tangible or intangible, now existing or hereafter created, acquired or arising (including items created, acquired or arising after the Petition Date), which assets shall include, but not be limited to, all real estate, inventory, equipment, deposit accounts, investment property, documents, accounts, chattel paper, general intangibles, instruments, business interruption insurance, and proceeds of all of the foregoing

(collectively, the “Collateral”).

The DIP Obligations will be entitled to administrative priority under Sections 364(c)(i) and 503(b) of the Bankruptcy Code. The DIP Liens will be first priority Liens subject only to the “Permitted Priority Liens,” which shall mean and include only those Liens in existence on the Petition Date that are permitted Liens under the Pre-Petition Credit Agreement and that are legal, valid, enforceable, and not avoidable or subject to equitable subordination or contractual subordination pursuant to any agreement with Pre-Petition Lender.

RESERVE:

The Financing Orders (as defined below) will provide for the payment of professional fees and expenses of Debtor’s retained professionals of the type, and in an amount that does not exceed the applicable amounts of such fees and expenses, shown on the Budget, and U.S. Trustee fees.

ADEQUATE PROTECTION:

As adequate protection for any diminution in the value of their interests in any Collateral and as part of the Financing Orders:

(a) Pre-Petition Lender would be granted, effective and perfected as of the entry of the Interim Financing Order and without the necessity of the execution of any mortgage, security agreements, financing statements or other documentation, a replacement Lien upon all of the Collateral, in each case subject and subordinate to the Liens of the DIP Lender.

(b) The Debtor would be required to remit to Pre-Petition Lender, for application to the unpaid principal balance of indebtedness and other obligations outstanding under the Pre-Petition Credit Agreement (the “Pre-Petition Obligations”), all proceeds of and collections with respect to Receivables Collateral in existence on the Petition Date. “Receivables Collateral” shall include all accounts and other rights to payment arising from services rendered.

SUBORDINATION:

All existing Subordination Agreements shall remain in full force and effect.

BUDGET:

The “Budget” means, in the case of the initial Budget (delivered as a condition to the closing and initial funding of the DIP Facility), a statement of sources and uses of Debtor’s funding for the next 13 weeks, broken down by week, including the anticipated uses of the DIP Facility for such period (a “13-Week Projection”), and thereafter at such times as DIP Lender may request in its sole discretion, an updated and extended 13-Week Projection, in each case in form and substance satisfactory to DIP Lender. The Budget shall include, without limitation, line items for the “Total LOC Plus Interest”, “AR”, “Total Receipts”, “Cash Expenditures/Cash Need”, and “Income Total”.

Debtor will provide DIP Lender with a Budget Variance Report/Reconciliation (each, a “Variance Report”), together with all raw data supporting the information set forth in such report, in each case in

form and substance satisfactory to DIP Lender, at the beginning of each calendar week (to be provided to the DIP Lender by not later than 11:00 a.m. (Eastern) on the first Business Day of each calendar week (each, a “Due Date”)), commencing with the second full week following the Petition Date, which Variance Report shall (i) “Total LOC Plus Interest”, “AR”, “Total Receipts”, “Cash Expenditures/Cash Need”, and “Income Total” for the immediately preceding week, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Budget, and include explanations for all material variances, and (ii) be certified by the chief financial officer of the Debtor.

As set forth in a Variance Report, none of (a) the actual “AR” may vary from the Budget by more than ten percent (10%), (b) the actual “Total Receipts” may vary from the Budget by more than ten percent (10%), (c) the actual “Cash Expenditures/Cash Need” may vary from the Budget by more than ten percent (10%), and (d) the actual “Income Total” may vary from the Budget by more than ten percent (10%), in each case, tested on a trailing two (2) week cumulative basis.

Also as set forth in a Variance Report, the quotient of (i) “Total LOC Plus Interest” divided by (ii) “AR” may not vary from the Budget by more than fifty-five percent (55%) at any time.

COLLATERAL REPORTING:

The Debtor will provide DIP Lender with a Collateral report (each, a “Collateral Report”), together with all raw data supporting the information set forth in such report (including, without limitation, data generated on the “NextGen” platform), in each case in form and substance satisfactory to DIP Lender, on each Due Date, commencing with the second full week following the Petition Date, which Collateral Report shall set forth (i) Accounts of the Debtor expected to be collectible (collectively, the “Collectible Accounts”), (ii) Accounts of the Debtor deemed “appealable” (which shall include, without limitation, Accounts that were timely billed or invoiced to the applicable Third Party Payor, initially rejected by the applicable Third Party Payor, and which initial rejection may, as of the applicable Due Date, be timely appealed by or on behalf of the Debtor) (collectively, the “Appealable Accounts”), (iii) Accounts of the Debtor deemed “nonappealable” (which shall include, without limitation, Accounts that were timely billed or invoiced to the applicable Third Party Payor, rejected by the applicable Third Party Payor, and which rejection was not timely appealed by or on behalf of the Debtor) (collectively, the “Nonappealable Accounts”), and (iv) Accounts of the Debtor deemed “uncollectible” (which shall include, without limitation, Accounts that arise from services performed more than 365 days prior to the applicable Due Date) (collectively, the “Uncollectible Accounts”), in each case, including all newly generated and all newly invoiced Accounts and subject to additional criteria as may be provided (and thereafter adjusted) by the DIP Lender from time to time.

As set forth in the Collateral Report, (i) the aggregate amount of Nonappealable Accounts may not at any time exceed fifty-four percent

(54.0%) of all Accounts (excluding Uncollectible Accounts), (ii) the sum of all Collectible Accounts and Appealable Accounts with sixty (60) or fewer days remaining to appeal the initial rejection thereof may not at any time exceed seven percent (7.0%) of all Accounts (excluding Uncollectible Accounts), and (iii) the sum of all Collectible Accounts and Appealable Accounts with thirty (30) or fewer days remaining to appeal the initial rejection thereof may not at any time exceed three and one half of one percent (3.5%) of all Accounts (excluding Uncollectible Accounts).

Debtor will provide DIP Lender with a Collateral Variance Report/Reconciliation (each, a “Collateral Variance Report”), together with all raw data supporting the information set forth in such report, in each case in form and substance satisfactory to DIP Lender, on each Due Date, commencing with the second full week following the Petition Date, which Collateral Variance Report shall (i) show actual Accounts billed or invoiced during the immediately preceding week, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Budget, and include explanations for all material variances, and (ii) be certified by the chief financial officer of the Debtor.

As set forth in a Collateral Variance Report, the actual Accounts billed or invoiced may not vary from the Budget by more than five percent (5%) from projected Accounts billed or invoiced.

MEETINGS:

In addition to, and without in any way limiting the rights of the DIP Lender under any of the Loan Documents or DIP Loan Documents, as applicable, the Debtor shall agree to host telephonic or virtual meetings between representatives of the Debtor and representatives of the DIP Lender, which meetings shall be on such dates and at such times as the DIP Lender may request in its sole discretion.

CASH DOMINION:

All collections shall be remitted daily to the DIP Lender for application to outstanding DIP Loans or, as applicable, to the unpaid principal balance of the Pre-Petition Obligations as and to the extent required in the “Adequate Protection” section above.

2022 TAX RETURN:

By not later than August 11, 2023, the Debtor shall have (a) filed its federal tax return for the fiscal year ended December 31, 2022 (the “2022 Return”), together with all other reports required by law to be filed in connection therewith, and (b) furnished DIP Lender with a true, correct and complete copy of the 2022 Return and each such other report.

**DOCUMENTATION; BASIC
TERMS:**

Prior to the Final Financing Order, in the discretion of the DIP Lender, Debtor and Guarantor will execute a definitive loan agreement and other loan documents (collectively with this Term Sheet, the “DIP Loan Documents”) to evidence the DIP Facility and the grant of DIP Liens upon the Collateral, all of which will be in form and substance customary for transactions of this type, but acceptable in all respects to DIP Lender.

EVENTS OF DEFAULT:

Events of Default would include, but not be limited to, breaches of financial, affirmative, and negative covenants in the DIP Loan Documents (including without limitation, the reporting and testing covenants set forth therein); the falsity or inaccuracy of any representations or warranties in the DIP Loan Documents; the appointment of a trustee or examiner with expanded powers or dismissal, or conversion to Chapter 7, of any of the Chapter 11 Case; confirmation of any Plan in any of the Chapter 11 Case, other than one providing for full payment, on the effective date, of all of the DIP Obligations and Pre-Petition Obligations (an “Acceptable Plan”); amendment (without DIP Lender’s consent) or stay of either of the Financing Orders or reversal, modification, or vacation of either of the Financing Orders, whether on appeal or otherwise; the filing of any motion or other request with the Bankruptcy Court seeking authority to use any cash proceeds of any of the Collateral without DIP Lender’s consent or Debtor’s obtaining any financing under Section 364(d) of the Bankruptcy Code with respect to any of the Collateral; the challenge by the Debtor, Guarantor or any Committee of the validity, extent, perfection, or priority of any DIP Liens, or the Debtor or Guarantor or any of its Affiliates shall challenge the validity, extent, perfection or priority of any Liens granted under or in connection with the Pre-Petition Credit Agreement; any person holding a Lien upon any pre-petition or post-petition assets of the Debtor or Guarantor is granted relief from the automatic stay if such assets constitute Collateral subject to the first priority Lien of Pre-Petition Lender or DIP Lender.

DEFAULT REMEDIES:

Upon or after the occurrence of an Event of Default, and subject to the giving of five (5) Business Day’s written notice to counsel for the Debtor (the “Default Notice Period”), the automatic stay provisions of Section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Lender to exercise all rights and remedies provided in the Financing Orders and the DIP Loan Documents, as applicable, all without further order of the Bankruptcy Court; provided, however that the DIP Lender shall not exercise remedies prior to the expiration of the Default Notice Period, other than to contest any assertion by any interested party that no Event of Default has occurred or is in existence and other than to cease funding DIP Loans or otherwise extending any credit to the Debtor under the DIP Facility.

CONDITIONS PRECEDENT:

The closing (and the initial funding) of the DIP Facility will be subject to satisfaction of usual and customary conditions precedent, as

determined by DIP Lender, including, without limitation, the following:

- (i) Execution and delivery by all parties of the DIP Loan Documents;
- (ii) The Bankruptcy Court's entry of the Interim Financing Order, which is (unless otherwise consented to by DIP Lender) final and not subject to further appeal or review; and
- (iii) DIP Lender shall have reviewed and found acceptable Debtor's Budget and projections of sales, expenses, collections and borrowing availability.

**CONDITIONS PRECEDENT TO
ALL BORROWINGS:**

Substantially consistent with those set forth in the Pre-Petition Credit Agreement, including:

- (i) all representations and warranties are true, correct, and complete as of the date of each borrowing except to the extent that such representations and warranties refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;
- (ii) no Event of Default (or incipient default) has occurred and is continuing or would result from such borrowing (other than the Events of Default occurring, continuing, or arising under Pre-Petition Credit Agreement prior to the Petition Date);
- (iii) after giving effect to the requested DIP Loans, the principal amount outstanding under the DIP Facility and the principal amount outstanding under the Pre-Petition Credit Agreement will not exceed the Credit Limit;
- (iv) the Final Financing Order is entered and becomes final and not subject to further review or appeal not later than forty-five (45) days after entry of the Interim Financing Order; and
- (v) for each calendar week, the requested DIP Loans shall only be funded (A) on Tuesday of such calendar week, and (B) in an amount (x) not to exceed such week's projected fundings (as set forth in the then-applicable Budget) and (y) satisfactory to the DIP Lender in all respects.

FINANCING ORDERS:

A condition precedent to the obligation of the DIP Lender to extend credit under the DIP Facility is the entry of an interim financing order by the Bankruptcy Court ("Interim Financing Order"), following proper notice and hearing thereon, which is in all respects satisfactory to the DIP Lender.

The final financing order (the "Final Financing Order"; and, together with the Interim Financing Order, the "Financing Orders") must (i) be entered, in form and substance satisfactory to the DIP Lender, not later than forty-five (45) days after the entry of the Interim Financing Order, (ii) contain provisions substantially the same as those contained in the

Interim Financing Order, and (iii) proscribe any surcharge of any pre-petition or post-petition Liens of any Lender Party or Collateral pursuant to Section 506(c) of the Bankruptcy Code or otherwise.

EXPENSES:

The Debtor will pay all reasonable and documented costs and expenses associated with the preparation, due diligence (including the cost of field examinations and appraisals to the extent required pursuant to this Term Sheet), administration, syndication and closing of all loan documentation, including, without limitation, DIP Lender's then customary charge for field examinations and the preparation of reports thereof to the extent required pursuant to this Term Sheet, and the legal fees and expenses of counsel to the DIP Lender. The Debtor also will pay the expenses of the DIP Lender in connection with the enforcement of any DIP Loan Documents.

INDEMNIFICATION:

Debtor will indemnify and hold harmless the DIP Lender and each of its Affiliates and its and its Affiliates' respective officers, directors, attorneys, representatives, employees, advisors, and agents (each an "Indemnified Person") from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, Expenses, and disbursements of any kind or nature whatsoever (including attorneys' fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against the DIP Lender in any litigation, proceeding, or investigation with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, the DIP Facility, the Debtor's use of DIP Loan proceeds or the Revolving Commitment, including, but not limited to, reasonable attorneys' fees and settlement costs; provided that no Indemnified Person will be indemnified for any loss, claim, damage, liability, cost or expense to the extent that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person. This indemnification shall survive and continue for the benefit of all such Indemnified Persons.

RELEASE:

Upon entry of the Final Financing Order, the Debtor and Guarantor will provide the DIP Lender and the Pre-Petition Lender a general release.

GUARANTY:

Guarantor hereby unconditionally and irrevocably guarantees the prompt and complete payment of all Obligations to DIP Lender under, and performance by the Debtor of its obligations under, the DIP Facility.

GOVERNING LAW:

State of New York

COUNSEL TO DIP LENDER:

Parker, Hudson, Rainer & Dobbs LLP

OTHER:

Each of the parties shall waive its right to a trial by jury and submit to jurisdiction of the Bankruptcy Court.

[Remainder of page intentionally blank; signature pages follow.]

If the Debtor is in agreement with the foregoing, please sign this term sheet and return it to DIP Lender by no later than the close of business on July 26, 2023. This Term Sheet shall terminate if not so accepted by you prior to that time.

DIP LENDER:

AB LENDING SPV I LLC,
a Delaware limited liability company d/b/a Mountain
Ridge Capital

By: _____
Name: **Greg Gentry**
Title: Managing Director

[Signatures continued on following page.]

WORKSITE LABS, INC.,
a Delaware corporation, as the Debtor

By: _____
Name: **Gary Frazier**
Title: Chief Executive Officer

ALEPH LAB, LLC, a Delaware limited liability
company, as a Guarantor

By: Worksite Labs, Inc, its Sole Member

By: _____
Name: **Gary Frazier**
Title: Chief Executive Officer

[Signatures continued on following page.]

Acknowledged and agreed:

PLEDGORS:

GARY FRAZIER

CRAIG BEAM

EXHIBIT "D"

DAVID B. GOLUBCHIK (SBN 185520)
ANTHONY A. FRIEDMAN (SBN 201955)
JOHN-PATRICK M. FRITZ (SBN 245240)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, CA 90034
Telephone: (310) 229-1234
Fax: (310) 229-1244
Email: DBG@LNBYG.COM, AAF@LNBYG.COM, JPF@LNBYG.COM

Proposed Attorneys for Chapter 11 Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

WORKSITE LABS, INC.,

Debtor and Debtor in Possession,

)
) Case No.: 2:23-bk-14539-VZ

)
) Chapter 11 Case
) Subchapter V

) **INTERIM ORDER:**

)
) **(I) AUTHORIZING DEBTOR TO**
) **(A) OBTAIN POSTPETITION**
) **FINANCING PURSUANT TO 11**
) **U.S.C. § 364 AND (B) UTILIZE**
) **CASH COLLATERAL OF**
) **PREPETITION SECURED**
) **ENTITIES PURSUANT TO 11**
) **U.S.C. § 363;**
) **(II) SCHEDULING A FINAL**
) **HEARING; AND**
) **(III) GRANTING RELATED RELIEF;**

) Hearing:

) DATE: July 26, 2023

) TIME: 11:00 a.m.

) PLACE: Courtroom 1668
) 255 East Temple Street
) Los Angeles, CA 90012

On July 26, 2023, at 11:00 a.m., the Honorable Vincent P. Zurzolo, United States Bankruptcy Court for the Central District of California (the “Court”) held an interim hearing (the “Interim Hearing”) on an emergency basis to consider that certain “Debtor’s Emergency Motion for an Order Authorizing Debtor to (A) Obtain Postpetition financing Pursuant to 11 U.S.C. § 364 and (B) Utilize Cash Collateral of Prepetition Secured Entities Pursuant to 11 U.S.C. § 363; (II) Scheduling a Final Hearing; and (III) Granting Related Relief” (the “Motion”) [ECF ____] filed by Worksite Labs, Inc., a Delaware corporation (the “Debtor”), the debtor and debtor in possession in the above-referenced Chapter 11 bankruptcy case (the “Case”). Appearances were made as set forth on the record of the Court at the Interim Hearing.

The Court, having read and considered the Motion, Omnibus Statement of Facts, the Omnibus Declaration of Gary Frazier (the “Declaration”) filed separately and concurrently in support of the Motion, the budget (the “Budget”) attached as **Exhibit “B”** to the Declaration, the term sheet (the “Term Sheet”) attached as **Exhibit “C”** to the Declaration, which Term Sheet sets forth the terms of the proposed post-petition financing (the “DIP Loan”) between the Debtor and _____ (the “Lender”), and all pleadings filed in support of the Motion, the record in the Case, the docket in the Case, and for good cause appearing, therefor,

HEREBY FINDS AS FOLLOWS:

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and that this Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory bases for the relief requested in the Motion are (i) sections 361, 363(b), (c), and (e), and 364(d) and (e) of title 11 of the United States Code (the “Bankruptcy Code”); (ii) Rules 2002(a)(2), 4001(b) and (c), and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and (iii) Rules 2081-1(a)(9), 4001-2, 9013-1, 9075-1 of the Bankruptcy Local Rules for the Central District of California (the “Local Bankruptcy Rules”)

C. The Notice of the Motion and Hearing and the relief sought in the Motion, and the time fixed for filing objections to the Motion was good and proper and adequate under applicable

rules and the circumstances of the Case, and no further notice is necessary or appropriate prior to entry of this Interim Order granting the Motion. A reasonable opportunity to object and be heard regarding the relief provided herein has been afforded to all parties-in-interest.

D. Approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate pending a final hearing, and approval of the interim relief is fair and reasonable and in the best interests of the Debtor, its estate, and all parties-in-interest, and is essential for the continued operation of the Debtor's business and the preservation of the value of the Debtor's assets.

E. Entering into the post-petition financing is a sound and prudent exercise of the Debtor's business judgment.

F. The Lender is extended the DIP Loan in good faith and is entitled to the protections of 11 U.S.C. § 364(e).

G. There is good cause to grant the Motion on an interim basis pending a final hearing; and

HEREBY ORDERS AS FOLLOWS:

1. The Motion is granted as set forth in this Interim Order on an interim basis pending a final hearing.

2. Any objections, reservations of rights, or other statements with respect to entry of this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits.

3. This Interim Order shall become effective immediately upon its entry.

4. The proposed financing pursuant to the Term Sheet is hereby approved in its entirety.

5. The interim amount of financing, in the amount of \$_____, may be advanced by the Lender to the Debtor at this time.

6. Pursuant to 11 U.S.C. §§ 364(c) and (d), the obligations pursuant to the DIP Loan, including, without limitation, principal, accrued interest, and all other obligations and amounts due from time to time is hereby immediately secured (without any further filings) by valid, binding, continuing, enforceable, fully perfected, and unavoidable first priority security interests

1 and liens (the “DIP Liens”) in and on all prepetition and postpetition property and assets of the
2 Debtor (the “Collateral”), provided, however, that the DIP Liens shall not extend or attach to,
3 and the Collateral shall not include, (a) causes of action under Chapter 5 of the Bankruptcy Code,
4 including without limitation Sections 502(d), 544, 545, 547, 548, 549 and 550, any other
5 avoidance actions under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the
6 Uniform Fraudulent Conveyance Act, nonbankruptcy law, and the proceeds thereof, whether real
7 or personal, tangible or intangible, and wherever located, and whether now existing or hereafter
8 acquired, including proceeds, products, offspring, rents and profits thereof; and (b) assets subject
9 to equipment leases and executory contracts which assets are not owned by the Debtor.

10 7. The Lender is entitled to the protections of a good faith lender pursuant to 11
11 U.S.C. § 364(e).

12 8. The Debtor is authorized to use cash collateral (as defined under 11 U.S.C. § 363)
13 in accordance with the Budget, as may be amended from time to time, with the consent of the
14 Lender.

15 9. As adequate protection for the use of cash collateral, all secured creditors shall
16 receive replacement liens on post-petition assets with the same validity, extent and priority as
17 they were entitled to immediately prior to the bankruptcy filing, subject to the DIP Loan
18 provisions of this Order.

19 10. A final hearing (the “Final Hearing”) on the Motion shall be held on _____, 2023,
20 at __:__.m.

21 11. The deadline to file a written opposition to the Motion shall be _____, 2023.

22 12. The deadline for the Debtor to file a written reply to opposition (if any) to the
23 Motion shall be _____, 2023.

24 **SO ORDERED.**

25 ###

1 *Respectfully submitted*

2 Dated: July __, 2023

WORKSITE LABS, INC.

3

4

By: /s/ David B. Golubchik

5

DAVID B. GOLUBCHIK

6

ANTHONY A. FRIEDMAN

7

JOHN-PATRICK M. FRITZ

8

LEVENE, NEALE, BENDER, YOO

9

& GOLUBCHIK L.L.P.

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Proposed Attorneys for Debtor and

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Debtor in Possession

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2818 La Cienega Avenue, Los Angeles, CA 90034

A true and correct copy of the foregoing document entitled OMNIBUS DECLARATION OF GARY FRAZIER IN SUPPORT OF "FIRST DAY MOTIONS will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 26, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- David B Golubchik dbg@lnbyg.com, stephanie@lnbyb.com
- Gregory Kent Jones (TR) gjones@sycr.com, smjohnson@sycr.com;C191@ecfbis.com;cpesis@stradlinglaw.com
- Kelly L Morrison kelly.l.morrison@usdoj.gov
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **July 26, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Vincent P. Zurzolo United States Bankruptcy Court Edward R. Roybal Federal Building 255 E. Temple Street, Suite 1360 / Courtroom 1368 Los Angeles, CA 90012		
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☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 26, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Chambers_VZurzolo@cacb.uscourts.gov	hwinsberg@phrd.com	mweiss@phrd.com
bharvey@buchalter.com	lgarner@phrd.com	sgubner@bg.law

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

July 26, 2023	J. Klassi	/s/ J. Klassi
Date	Type Name	Signature

Worksite Labs, Inc.
20 Largest Creditors

McKesson Medical Surgical
9954 Maryland Dr
Ste 4000
Henrico, VA 23233

Orchard Software
701 Congressional Blvd
Ste 360
Carmel, IN 46032

Rapid Acceleration Partners, Inc.
2251 Longview Rd
Irving, TX 75063

Lumira DX
221 Crescent St
Watham, MA 02453

Siemens Healthcare Diagnostics
221 Gregson Dr
Cary, NC 27511

Medical Practice Partner LLC
PO Box 2877
Riverview, FL 33568-2877

Randstad Healthcare
3625 Cumberland Blvd
Suite 300
Atlanta, GA 30339

BairesDev
800 W. El Camino Real, Suite 180
Mountain View, CA 94040

American Express
P.O. Box 981535
El Paso, TX 75265-0448

SalesCatcher LLC
2133 W Chapman Ave
Suite L
Orange CA 92868

Abbott Laboratories Inc
PO Box 92679
Chicago, IL 60675-2679

Rebulld California Alliance
7722 Avalon Blvd
Los Angeles, CA 90003

Labcorp
PO Box 12140
Burlington, NC 27216

Dotted Line Collaborations
8000 Franklin Fanns Dr
Ste 100
Henrico VA 23229

Hanna Construction
1203 W Shelly Ct
Orange, CA 92868-1240

Beam & Associates
787 N Lincoln St
Orange CA 92867

Life Technologies Corporation
12088 Collections Center Drive
Chicago, IL 60693

Strategic Medical Properties, Inc
1810 S El Camino Real, Ste C
San Clemente, CA 92672

Greenberg Traurig
401 E Las Olas Blvd, Ste 2000
Ft Lauder dale, FL 33301

Reliance Law Group
10000 Washington Blvd, Flr 6
Culver City, CA 90232

First Republic Bank
111 PINE STREET
SAN FRANCISCO, CA 94111

First Republic Bank
C/O Agent For Service, Becky Degeorge
2710 Gateway Oaks Drive
Sacramento, Ca 95833

Bank Of Hawaii
130 Merchant Street
Honolulu, Hi 96813

Bank Of Hawaii
C/O Agent For Service, Jackson Yang
720 14th St
Sacramento, Ca 95814

LendSpark Corporation
2554 Gateway Road
Carlsbad, Ca 92009